



CITY COUNCIL REGULAR MEETING AGENDA
Monday, March 2, 2020, 7:00 PM
City Hall, 616 NE 4th Avenue

NOTE: For public comment, come forward, state name and address, limit comments to 3 minutes. Written comments to be given to City Clerk. If a public hearing or a quasi-judicial matter, special instructions provided.





I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

- A. February 18, 2020 Camas City Council Regular and Workshop Meeting Minutes
 -  [February 18, 2020 Camas City Council Workshop Minutes - Draft](#)
 - [February 18, 2020 Camas City Council Regular Minutes - Draft](#)
- B. Automated Clearing House and Claim Checks Approved by Finance Committee
- C. \$126,000 AKS Engineering and Forestry, LLC. 2022 Timber Harvest Professional Service Agreement (Submitted by Sam Adams)
 -  [AKS Professional Services](#)
- D. \$33,200 Harper Houf Peterson Righellis, Inc. NE 3rd Avenue Seismic Retrofit Project Consultant Contract Supplement 2 (Submitted by James Carothers)
 -  [Professional Services Contract Supplement 2](#)
 - [2-18-20 Workshop Staff Report](#)
- E. Capital Replacement Process - Surplus Equipment and Miscellaneous Items (Submitted by Denis Ryan)
 -  [Surplus Equipment List 2-2020](#)

NOTE: Consent Agenda items may be removed for general discussion or action.



VI. NON-AGENDA ITEMS

- A. Staff
- B. Council

VII. MAYOR

- A. Mayor Announcements
- B. Citizen Recognition

VIII. MEETING ITEMS

- A. Resolution No. 20-003 Adopting A Code of Ethics Policy Applicable to Elected Officials
Presenter: Jennifer Gorsuch, Administrative Services Director
 [Resolution 20-003 Adopting a Code of Ethics Policy](#)
[Exhibit A](#)
- B. Ordinance No. 20-003 Relating to Relocation Assistance for Public Works Projects
Presenter: Steve Wall, Public Works Director
 [ORD 20-003 Relating to Relocation Assistance](#)
[Staff Report Ordinance 20-003](#)

IX. PUBLIC COMMENTS

X. ADJOURNMENT

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY COUNCIL WORKSHOP MEETING MINUTES - DRAFT
Tuesday, February 18, 2020, 4:30 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor McDonnell called the meeting to order at 4:30 p.m.

II. ROLL CALL

Present: Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan and Shannon Roberts

Excused: Greg Anderson and Melissa Smith

Staff: Sam Adams, Bernie Bacon, Phil Bourquin, James Carothers, Sarah Fox, Catrina Galicz, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Robert Maul, Nick Swinhart, Connie Urquhart, Steve Wall and Madora Doremus (intern)

Press: No one from the press was present

III. PUBLIC COMMENTS

Randall Friedman, 1187 NW 10th, Camas, commented about the North Shore project.

Jeff Snell, 4040 SE Harmony Place, Camas, commented about the Police Department.

Stacy McDonnell, 1425 NE Everett Street, Camas, commented about City of Camas staff.


IV. WORKSHOP TOPICS

- A. Odyssey Middle School Stormwater Mural Project
Presenter: Sam Adams, Utilities Manager

 [Staff Report - Catch Basin Mural](#)


Adams introduced Jackie Caldwell, Engineer II, who introduced the Odyssey Middle School class.

- B. Professional Service Agreement with AKS Engineering and Forestry for 2022 Boulder Timber Harvest
Presenter: Sam Adams, Utilities Manager

 [Staff Report - AKS Consultant Services](#)
[Professional Service Agreement Boulder 2022 Proposal](#)

This item will be placed on the March 2, 2020 Consent Agenda for Council's consideration.

- C. NE 3rd Avenue Bridge Seismic Retrofit Professional Services Contract Supplement 2
Presenter: James Carothers, Engineering Manager

 [Staff Report for Contract Supplement 2](#)
[Contract Supplement 2](#)
[Contract Supplement 1 from 10-15-19](#)

This item will be placed on the March 2, 2020 Consent Agenda for Council's consideration.

- D. Relocation Assistance Ordinance for Public Works Projects
Presenter: Steve Wall, Public Works Director

 [Relocation Assistance DRAFT Ordinance](#)
[Staff Report Relocation Assistance Ordinance](#)

This item will be placed on the March 2, 2020 Regular Agenda for Council's consideration.

- E. Public Works Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Steve Wall, Public Works Director

Wall provided an update about the Lake Road and Everett Street Roundabout project, commented about the Legislative Priorities list, and provided an overview of consultant procurement at the City.

- F. 2020 City of Camas Fee Schedule - Update Presentation
Presenter: Cathy Huber Nickerson, Finance Director

 [2020 Fee Schedule Update Presentation.pptx](#)
[FeeSchedule20-updated.xlsx](#)

Huber Nickerson provided an update to Council about the City's Fee Schedule changes.


- G. 2020 Census Presentation
Presenter: Cathy Huber Nickerson, Finance Director

 [2020 Census Presentation.pdf](#)

Huber Nickerson provided an overview of the 2020 Census.

- H. Shoreline Master Program Periodic Update


Presenter: Sarah Fox, Senior Planner

-  [Memo to Council](#)
- [A. Draft Shorelines Outreach](#)
- [B. Draft SMP Version 1.1](#)
- [C. Amendment Checklist](#)

Fox provided an overview to Council of the Shoreline Master Program updates. Discussion ensued.

Fox further updated Council on the 2020 Annual Comprehensive Plan updates.

- I. City Hall Annex Building Update
Presenter: Robert Maul, Planning Manager

-  [Staff Report Council Update 2-18-2020](#)
- [Exhibit 1 Building Purchase Council Agenda 12-3-18](#)
- [Exhibit 2 Closing Doc BofA 12-13-18](#)
- [Exhibit 3 Program and Block Plan 2-12-19](#)
- [Exhibit 4 Annex Cost Estimate 5-21-19](#)
- [Exhibit 5 Council Workshop 9-3-19](#)
- [Exhibit 6A Council Minutes 10-7-19 Contract LSW](#)
- [Exhibit 6B Architect Proposal \(1\)](#)
- [Exhibit 6C Electronic Document \(1\)](#)
- [Exhibit 6D 2019 Hourly Billing Rates \(1\)](#)

Maul provided an update to Council about the City Hall Annex building. Discussion ensued.

- J. Community Development Miscellaneous and Updates
Details: This is a placeholder for miscellaneous or emergent items.
Presenter: Phil Bourquin, Community Development Director

There were no miscellaneous updates.
- K. On-Call Communications Services Professional Services Agreement with PBS Engineering and Environmental, Inc.
Presenter: Jennifer Gorsuch, Administrative Services Director

-  [PBS On-Call Communications Services PSA](#)

This item was also placed on the February 18, 2020 Consent Agenda for Council's consideration.

- L. Elected Officials Code of Ethics and Conduct Draft
Presenter: Jennifer Gorsuch, Administrative Services Director

 [Staff Report](#)

[Camas Elected Officials Code of Ethics and Conduct](#)

This item will also be placed on the March 2, 2020 Regular Agenda for Council's consideration.

- M. City Administrator Miscellaneous Updates and Scheduling
Details: This is a placeholder for miscellaneous or scheduling items.
Presenter: Jennifer Gorsuch, Administrative Services Director
There were no miscellaneous updates.

V. COUNCIL COMMENTS AND REPORTS

Roberts attended the February 4, 2020, Camas Washougal Economic Development Association (CWEDA) and the North Shore Visioning meetings, the Downtown Camas Association (DCA) ribbon cutting, spent a day in Olympia. Roberts further commented about correspondence from the Georgia-Pacific (GP) Mill Public Affairs Manager and commented about GPs capital investment efforts.

Burton attended the Columbia River Economic Development Council (CREDC) annual meeting, the Camas Youth Advisory Council (CYAC) Olympia trip, and announced the Bee Committee contest and the March 21, 2020 Ward Meeting at Station 42.

Chaney attended the DCA ribbon-cutting and commented about Camas-Washougal Fire Department interlocal agreement efforts.

Hogan commented about GP Mill capital investment efforts, the North Shore Visioning meeting, the DCA ribbon cutting, and a recent meeting about the health of Lacamas Lake. Hogan attended the Citizen Think Tank, Finance Committee, and DCA meetings, and commented about Juxtaposition's opening. Hogan stated that the DCA's annual Spring Cleaning event is April 26, 2020, and commented about the new mural in downtown Camas, and announced the March 15, 2020 Ward Meeting at Station 42.

Roberts announced the DCAs annual retreat in Wenatchee.

Carter attended the Finance Committee, North Shore Visioning, and Library Board of Trustees meetings.

Mayor commented about the Joint Policy Advisory Committee (JPAC), the downtown Camas mural, and about the Odyssey Middle School artwork presentation. Mayor attended the North Shore Visioning and the Citizen Think Tank meetings. Mayor commented about the AKS Engineering and Forestry agreement.

Hogan thanked staff for their work on the North Shore Visioning and Citizen Think Tank meetings.

VI. PUBLIC COMMENTS

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the City of Camas and Lacamas Lake.

Wayne Pattison, 2919 SE 2nd, Camas, commented about the City Hall Annex building and North Shore planning.

VII. ADJOURNMENT

The meeting adjourned at 6:25 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY COUNCIL REGULAR MEETING MINUTES - DRAFT
Tuesday, February 18, 2020, 7:00 PM
City Hall, 616 NE 4th Avenue

I. CALL TO ORDER

Mayor McDonnell called the meeting to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Present: Ellen Burton, Bonnie Carter, Don Chaney, Steve Hogan and Shannon Roberts

Excused: Greg Anderson and Melissa Smith

Staff: Bernie Bacon, Phil Bourquin, James Carothers, Jennifer Gorsuch, Cathy Huber Nickerson, Mitch Lackey, Shawn MacPherson, Robert Maul, Steve Wall and Madora Doremus (intern)

Press: No one from the press was present


IV. PUBLIC COMMENTS

Phil Williams, 936 NE 41st Avenue, Camas, commented about City communications.

Scott McElhaney, 4227 NW Sage Loop, Camas, commented about the City of Camas.

V. CONSENT AGENDA

- A. January 24 and 25, 2020 Annual Planning Conference; and February 3, 2020, Camas City Council Regular and Workshop Meeting Minutes

 [January 24, 2020 Camas City Council Planning Conference Minutes - Draft](#)
[January 25, 2020 Camas City Council Planning Conference Minutes - Draft](#)
[February 3, 2020 Council Workshop Minutes - Draft](#)
[February 3, 2020 Council Regular Minutes - Draft](#)


- B. \$799,055.03 Automated Clearing House and Claim Checks Numbered 143430 to 143586

- C. \$579,838 Gray and Osborne, Inc. 544' Zone Reservoir Project Professional Services

Agreement (Submitted by Sam Adams)

 [Camas - 544 Zone Reservoir CM PSA](#)

- D. \$55,250 DKS Associates Citywide Traffic Signal Controller Upgrade Project Design and Construction Services (Submitted by James Carothers)

 [Signal Controller Upgrade Contract](#)
[2-3-20 Workshop Staff Report](#)

- E. \$50,000 PBS Engineering and Environmental, Inc. On-Call Communication Services Professional Services Agreement (Submitted by Jennifer Gorsuch)

 [PBS On-Call Communications Services PSA](#)

It was moved by Council Member Carter, and seconded, to approve the Consent Agenda. The motion carried unanimously.

VI. NON-AGENDA ITEMS

- A. Staff

There were no items from staff.

- B. Council

Chaney commented about an upcoming Finance Committee meeting.

Roberts announced the Downtown Camas Association (DCA) upcoming annual conference.

Burton commented about Lacamas Lake Park safety.

Chaney commented about the service of the late Dale Scarbrough.

VII. MAYOR

- A. Mayor Announcements

Mayor McDonnell wished Don Chaney a Happy Birthday.


VIII. MEETING ITEMS

- A. Animal Control Services Interlocal Agreement
Presenter: Mitch Lackey, Chief of Police

 [Staff Report - Animal Control Interlocal Amendments 2020](#)
[ILA Washougal Camas Animal Control 2020](#)

A motion was made by Council Member Chaney, and seconded, to authorize the Mayor to sign the modified Interlocal Agreement for Animal Control with the City of Washougal. The motion passed unanimously.

- B. Resolution No. 20-001 Establishing a Two Hour Time Limit for Two Parking Spaces Adjacent to 217 NE 3rd Avenue
Presenter: James Carothers, Engineering Manager

 [Resolution No. 20-001 - 2-Hour Parking Places](#)
[2-3-20 Workshop Staff Report](#)

It was moved by Council Member Carter, and seconded, that Resolution No. 20-001 be read by title only. The motion carried unanimously.

It was moved by Council Member Carter, and seconded, that Resolution No. 20-001 be adopted. The motion carried unanimously.

IX. PUBLIC COMMENTS

Phil Williams commented about the Shoreline Management Workshop meeting item.

Scott McElhaney commented about the last City of Camas Mayoral debate.

X. ADJOURNMENT

The meeting adjourned at 7:22 p.m.

NOTE: The City welcomes public meeting citizen participation. For accommodations; call 360.834.6864.



CITY OF CAMAS
PROFESSIONAL SERVICES AGREEMENT

616 NE 4th Avenue
Camas, WA 98607

Project No. W1026

BOULDER 2022 TIMBER SALE PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between the **City of Camas**, a municipal corporation, hereinafter referred to as "the City", and **AKS Engineering and Forestry, LLC**, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform professional services in connection with the project designated as the **Boulder 2022 Timber Sale Professional Services.**
2. **Scope of Services.** Consultant agrees to perform the services, identified on **Exhibit "A"** attached hereto, including the provision of all labor, materials, equipment, supplies and expenses.
3. **Time for Performance.** Consultant shall perform all services and provide all work product required pursuant to this agreement by no later than **December 31, 2025**, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 18 of this Agreement.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this agreement as follows:
 - a. Payment for the work provided by Consultant shall be made as provided on **Exhibit "A" (Proposal)** attached hereto, inclusive of labor, materials, equipment supplies and expenses.
 - b. The consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Vouchers submitted shall include the Project Number designated by the City and noted on this agreement. Such vouchers will be checked by the City, and upon approval thereof, payment will be made to the Consultant in the amount approved. Payment to the Consultant of partial estimates, final estimates, and retained percentages shall be subject to controlling laws.
 - c. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this agreement and its acceptance by the City.
 - d. Payment as provided in this section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - e. The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for

a period of three (3) years after final payment. Copies shall be made available upon request.

5. Ownership and Use of Documents. All documents, drawings, specifications, electronic copies and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Consultant's endeavors.
6. Compliance with Laws. Consultant shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal state, and local laws, ordinances and regulations, applicable to the services to be rendered under this agreement. Compliance shall include, but not limited to, 8 CFR Part 274a – Control of Employment of Aliens, § 274a.2 Verification of identity and employment authorization.
7. Indemnification. The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, to the extent arising out of or in connection with Consultant's negligence in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Camas.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. Consultant's Liability Insurance.
 - a. Insurance Term. The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agent, representatives, employees or subconsultants.

Consultant shall obtain insurance of types and amounts described below:
 - b. No Limitation. Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
 - c. Minimum Scope of Insurance. Consultant shall obtain insurance of types and amounts described below:
 1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000.00 per accident covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office(ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 2. Commercial General Liability insurance in the amount of no less than \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate and a \$2,000,000.00

products-completed operation aggregate limit shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop gap liability, independent consultants, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

3. Professional Liability insurance appropriate to the consultant's profession in the amount of no less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit.
 4. Workers' Compensation coverage as required by Industrial Insurance laws of the State of Washington.
 5. Verification. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, showing the City of Camas as a named additional insured, evidencing the Automobile Liability and Commercial General Liability of the Consultant before commencement of the work.
- d. Other Insurance Provision. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
 - e. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
 - f. Verification of Coverage. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.
 - g. Notice of Cancellation. The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
 - h. Failure to Maintain Insurance. Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
 - i. City Full Availability of Consultant Limits. If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.
9. Independent Consultant. The Consultant and the City agree that the Consultant is an independent Consultant with respect to the services provided pursuant to this agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither Consultant nor any employee of Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be

responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to Consultant, or any employee of Consultant.

10. Covenant Against Contingent Fees. The Consultant warrants that he/she has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to annul this contract without liability or, in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
11. Discrimination Prohibited. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest agrees to comply with the following laws and regulations:
 - Title VI of the Civil Rights Act of 1964
(42 USC Chapter 21 Subchapter V Section 2000d through 2000d-4a)
 - Federal-aid Highway Act of 1973
(23 USC Chapter 3 Section 324)
 - Rehabilitation Act of 1973
(29 USC Chapter 16 Subchapter V Section 794)
 - Age Discrimination Act of 1975
(42 USC Chapter 76 Section 6101 et seq.)
 - Civil Rights Restoration Act of 1987
(Public Law 100-259)
 - Americans with Disabilities Act of 1990
(42 USC Chapter 126 Section 12101 et. seq.)
 - 49 CFR Part 21
 - 23 CFR Part 200
 - RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the Consultant is bound by the provisions of **Exhibit "B"** attached hereto and by this reference made part of this Agreement, and shall include the attached **Exhibit "B"** in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

12. Confidentiality. The Contractor agrees that all materials containing confidential information received pursuant to this Agreement shall not be disclosed without the City's express written consent. Contractor agrees to provide the City with immediate written notification of any person seeking disclosure of any confidential information obtained for the City.
13. Work Product. All work product, including records, files, documents, plans, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the Services shall belong to the City. Upon written notice by the City during the Term of this Agreement or upon the termination or cancellation of this Agreement, the Contractor shall deliver all copies of any such work product remaining in the possession of the Contractor to the City.
14. Certification Regarding Debarment, Suspension, or Ineligibility and Voluntary Exclusion—
Primary and Lower Tier Covered Transactions.

- a. The Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency.
 2. Have not within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this section; and
 4. Have not within a three-year period preceding the signing of this contract had one or more public transactions (federal, state, or local) terminated for cause of default.
- b. Where the Contractor is unable to certify to any of the statements in this contract, the Contractor shall attach an explanation to this contract.
- c. The Contractor agrees by signing this contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the BOARD.
- d. The Contractor further agrees by signing this contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor shall attach an explanation to this contract.
- e. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the BOARD for assistance in obtaining a copy of these regulations.

15. Intellectual Property.

- a. Warranty of Non-infringement. Contractor represents and warrants that the Contractor is either the author of all deliverables to be provided under this Agreement or has obtained and holds all rights necessary to carry out this Agreement. Contractor further represents and warrants that the Services to be provided under this Agreement do not and will not infringe

any copyright, patent, trademark, trade secret or other intellectual property right of any third party.

b. Rights in Data. Unless otherwise provided, data which originates from this Agreement shall be a "work for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, films, tapes, and sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

16. Assignment. The Consultant shall not sublet or assign any of the services covered by this agreement without the express written consent of the City.

17. Non-Waiver. Waiver by the City of any provision of this agreement or any time limitation provided for in this agreement shall not constitute a waiver of any other provision.

18. Conflict of Interest. It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, such performance of other services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City. Contractor confirms that Contractor does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

19. City's Right to Terminate Contract. The City shall have the right at its discretion and determination to terminate the contract following ten (10) calendar days written notice. The consultant shall be entitled to payment for work thus far performed and any associated expenses, but only after the city has received to its satisfaction the work completed in connection with the services to be rendered under this agreement.

20. Notices. Notices to the City of Camas shall be sent to the following address:

Sam Adams, PE
City of Camas
616 NE 4th Avenue
Camas, WA 98607
PH: 360-817-7003
FX: 360-834-1535
EMAIL: sadams@cityofcamas.us

Notices to Consultant shall be sent to the following address:

Bryce Hanson, PE
AKS Engineering & Forestry, LLC
9600 NE 126th Avenue, Suite 2520
Vancouver, WA 99682
PH: 360-882-0419
FX: 360-882-0426
EMAIL: BryceH@aks-eng.com

21. Integrated Agreement. This Agreement together with attachments or addenda, represents the entire and integrated agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both City and Consultant. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this

Agreement shall prevail. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision herof and such other provisions shall remain in full force and effect.

- 22. Arbitration Clause. In the event a dispute shall arise between the parties to this Agreement, it is hereby agreed that the dispute shall be referred to the Portland USA&M office or alternate service by agreement of the parties for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The artibrator's decision shall be final and legally binding and judgment be entered thereon.

Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

- 23. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.

- 24. Venue. The venue for any dispute related to this Agreement or for any action to enforce any term of this Agreement shall be Clark County, Washington.

- 25. Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

- 26. Counterparts. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counter-parts, which counterparts shall collectively constitute the entire Agreement.

DATED this _____ day of _____, 2019.

CITY OF CAMAS:

CONSULTANT:
Authorized Representative

By _____

By  _____

Print Name _____

Print Name BLAIR CARLSON

Title _____

Title MEMBER

Approved as to Form:

City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

January 20, 2020

City of Camas
Attn: Sam Adams
PO Box 1055
Camas, WA 98607



Re: Professional Services Proposal for Harvest Entry 5, Boulder 2022 Timber Sale in the Boulder Creek and Jones Creek Watersheds

Mr. Adams:

Attached is our estimate to provide services for the Boulder 2022 Timber Sale located in the City of Camas Boulder Creek and Jones Creek Watersheds, Clark County, Washington.

The purpose of this proposal is to provide professional services for timber sale preparation and contract administration for the Boulder 2022 Timber Sale. The proposed timber sale area is based on the adopted City of Camas Boulder and Jones Creek Forest Management Plan (FMP), with modifications based on the four previous harvest entries and our increased knowledge of the watershed terrain and drainage features.

The attached exhibit depicts the proposed harvest area, which lies above the Boulder intake facility and therefore requires increased buffers on all streams. Being above the intake facility also requires additional field investigations across the wet and dry seasons to properly identify the streams, differentiate the stream classifications, and apply the appropriate buffers per the FMP. Exact harvest area configurations (including size) and road locations will be adjusted as necessary to conform to buffers and other field conditions. There are also two—possibly three—fish bearing streams that we need to cross with a new permanent access road, which is going to require considerable design and permitting efforts. Therefore, we recommend getting started now to plan for timber sale advertisement in the fall of 2021.

We look forward to continuing work with you on this project. Please give me a call if you have any questions or comments.

Sincerely,

AKS Engineering & Forestry, LLC

A handwritten signature in black ink that reads 'Bryce D. Hanson'.

Bryce D. Hanson, PE, LSIT

LETTER OF AGREEMENT FOR PROFESSIONAL SERVICES

This agreement is made between the **City of Camas (Client)** and **AKS Engineering & Forestry, LLC (AKS)** to provide professional forestry and forest engineering, services for the Boulder 2022 Timber Sale located in the Boulder Creek and Jones Creek Watersheds (W½ Section 33, T3N, R4E, & NW ¼ Section 4, T2N, R4E, W.M., Clark County, Washington).

PROJECT UNDERSTANDING

The Client would like to implement Entry 5 of the adopted Boulder Creek and Jones Creek Watershed Forest Management Plan (FMP). This entry will include a variation of harvest units from the FMP (see attached exhibit). The project deliverables will include completed field work (forestry and forest engineering), a timber sale bid packet ready for auction, contract administration of the Boulder 2022 Timber Sale Contract, and tree planting administration and monitoring services for the harvested units. The understanding is that the timber harvest will be planned for sale in the fall/winter of 2021, with active operations occurring in 2022 and/or 2023.

SCOPE OF WORK

The following list of items outlines services AKS will be responsible for completing.

TASK 1: TIMBER SALE LAYOUT

A. FOREST ENGINEERING SERVICES

Professional forest engineering services necessary for timber sale layout include the following:

a) Harvest Unit Layout

- Perform unit reconnaissance and layout to identify and mark streams, stream types, other water bodies, evidence of root rot, and physical characteristics of the harvest units.
- Mark harvest unit boundaries (cutting lines, Riparian Management Zones, etc.).
- Perform unit boundary mapping to determine the actual harvest areas.
- Based on harvest area, determine the amount and appropriate locations of Wildlife Reserve Trees (WRTs) and Green Retention Trees (GRTs) required to remain.
- Mark the WRTs and GRTs in the field.

b) Road Layout and Design

- Perform field investigation to determine road and landing locations.
- Survey the preliminary road location.
- Survey the two fish stream crossings.
- Complete road designs.
- Complete fish stream crossing designs.
- Perform road staking/posting of the final road designs.
- Perform field investigations to determine road maintenance needs along the timber haul route.



- Coordinate with the City and adjacent landowners (as required) for maintenance needs along the timber haul route.

B. FORESTRY SERVICES

Professional forestry services necessary for harvest unit layout include the following:

- Perform a timber cruise of the harvest areas to estimate harvest volume.
- Perform a timber appraisal, including the timber value and road construction and harvesting costs. These factors will help determine an estimated stumpage value.

TASK 2: TIMBER SALE PACKET

A. SPECIFICATIONS/BIDDING/PERMITTING

The following services will be provided for finalizing a complete timber sale packet that can be advertised and let out for bid.

- Department of Natural Resources (DNR) Permitting: Prepare permit applications, such as the Forest Practice Application (FPA), and obtain permits for road construction, fish stream crossings, and harvesting activities.
- Special provisions/specifications include preparation of the following for inclusion in the contract:
 - Road specifications
 - Fish stream crossing designs
 - Harvest specifications
- Timber sale contract preparation, compilation, and revisions based on Client review.
- Marketing of the contract to prospective bidders.

TASK 3: TIMBER SALE ADMINISTRATION

A. CONTRACT ADMINISTRATION

The following services will be provided for the duration of the Boulder 2022 Timber Sale Contract:

- Attend pre-work conference to meet selected contract buyer and subcontractors to review the timber sale contract and determine a plan of operations.
- Perform site visits as necessary during sale operations to ensure compliance with the timber sale contract. Up to one visit per day during active operations may be necessary.
- Review log truck tickets and payments to ensure the Client is receiving adequate payments for forest products removed.
- Timber sale close-out procedures to ensure all contract terms have been met.
- Perform construction staking of the two fish stream crossings.

TASK 4: POST-SALE ADMINISTRATION

A. TREE PLANTING ADMINISTRATION

These services will include the following activities to replant the Boulder 2022 Timber Sale harvest units:



- Reserve seedlings on behalf of the Client.
- Prepare tree planting contract documents (Client is responsible for legal portion of contract and bidding).
- Provide contract administration of the tree planting contract to ensure compliance.

B. TREE SURVIVAL MONITORING

Monitoring services will include performing site visits and tree survival surveys for the first three years following tree planting. Monitoring is required under the Forest Practice Act to ensure planted trees survive the initial years and are determined to be achieving “Satisfactory Reforestation.” Monitoring will require one to two site visits to perform survival surveys and report findings to the State, with an additional site visit to monitor competing vegetation. AKS will provide recommendations for any site vegetation management that may be required to release the planted trees from any competing vegetation.

REIMBURSABLE EXPENSES

AKS anticipates the following reimbursable expenses:

- Mileage
- Copies
- Deliveries
- Clerical

ESTIMATE FOR SERVICES

TASK 1: TIMBER SALE LAYOUT

- A. FOREST ENGINEERING SERVICES \$48,000
- B. FORESTRY SERVICES..... \$8,000

TASK 2: TIMBER SALE PACKET

- A. SPECIFICATIONS/BIDDING/PERMITTING\$7,500

TASK 3: TIMBER SALE ADMINISTRATION

- A. CONTRACT ADMINISTRATION.....\$47,000

TASK 4: POST-SALE ADMINISTRATION

- A. TREE PLANTING ADMINISTRATION\$8,500
- B. TREE SURVIVAL MONITORING\$3,000

REIMBURSABLE EXPENSES\$4,000

TOTAL ESTIMATED COST **\$126,000**

ASSUMPTIONS

- This proposal is for contract preparation ready for bidding for road construction, fish stream crossings and final timber harvest.
- The timber sale contract will follow the same format and use the same standard clauses as the Jones 2019 Timber Sale Contract.
- Unit boundary mapping will be performed with a resource-grade GPS and will not be surveyed.
- Fish stream crossings, as well as road approaches to the crossings, will be surveyed with a total station for design purposes. The remainder of the proposed road centerline will be surveyed with a string box, clinometer, compass and resource-grade GPS.
- Hydraulic permits for the two fish stream crossings will be reviewed and approved by the DNR as part of the FPA permitting process.
- Services for survey, design, and permitting of the potential third fish stream crossing are not included. If this crossing becomes unavoidable, as determined during field layout and design of the access road, AKS will coordinate with the City to discuss the additional required services.
- Construction staking of each fish stream crossing will be performed with a total station. Each crossing will be staked once. Additional staking or re-staking will be at the expense of the contractor. Language in the construction specifications will make this clear.
- Contract administration services assume that the timber sale will be active during 2022 and 2023.

- The tree planting contract will follow the same format and utilize the same standard clauses as the Jones 2019 Tree Planting Contract.
- Post-sale administration does not include the cost to purchase the tree seedlings.
- Tree survival monitoring is only for the first 3 years following planting. Additional monitoring may be necessary depending on the condition of the planted trees. Additional monitoring services can be determined at that time.
- The cost of purchasing trees is not included and tree seedling costs can fluctuate.

BASIS OF FEE AND BILLING

In consideration for performing said services, the Client agrees to compensate AKS on an hourly basis at our standard rates. Invoices will be issued monthly for work performed the previous month.

EXCLUSIONS

- Services not specifically included.
- Fees or bonds required by affected governmental bodies for review, filing, and submission of plans, drawings, plats and permits.
- Title company fees.

See additional exclusions in the attached "General Provisions."



AKS Engineering & Forestry, LLC

 Client

Date 1/20/2020

Date _____

AKS Engineering & Forestry, LLC
 9600 NE 126th Avenue, Suite 2520
 Vancouver, WA 99682

City of Camas
 P.O. Box 1055
 Camas, WA 98607



GENERAL PROVISIONS

1. **Expenses:** AKS Engineering & Forestry, LLC's ("AKS") reimbursable expenses shall be those expenses incurred directly for a project, including but not limited to services provided by outside consultants or contractors, transportation costs, meals, lodging, computer services, printing, permit fees, in-house deliveries, clerical, and binding charges. Client shall pay for such expenses on the basis of actual costs (if incurred through an outside vendor) plus 10%, or at AKS's regular rates at the time the cost is incurred.
2. **AKS's Fees / Fee Estimates:** Unless otherwise agreed in writing: (a) charges for AKS's services will be billed per AKS's rate schedule in effect at the time services are performed; (b) services include, without limitation, all office time, field time, meetings, phone calls, travel time, and all other time incurred for a project; (c) AKS bills in 15-minute increments; (d) AKS bills for travel time door-to-door at its regular rates; (e) AKS's rates may be adjusted from time to time, without notice; and (f) AKS does not warrant that actual fees and expenses will not vary from estimates.
3. **Payment:** AKS will issue invoices approximately monthly. Invoices are due and payable on receipt. All amounts more than 30 days past due will be subject to finance charges. Finance charges are computed at a rate of 1.5% per month, unless such rate exceeds the maximum amount allowed by law, in which case the finance charge will equal the maximum rate allowed by law. If Client disputes any portion of an invoice, Client must notify AKS of the dispute in writing within 30 days of the invoice date. The notice must state the disputed amount and basis for dispute. Client hereby waives the right to dispute an invoice more than 30 days after an invoice's date, and/or if Client fails to provide the required notice.
4. **Failure to Pay:** Failure to timely pay any amount due to AKS is a material breach of this Agreement and, in the case of late payment, AKS may, in its sole discretion, suspend or terminate service and all other obligations under this contract and/or under any other contract between AKS and Client (and/or between AKS and any other client subject to control by Client or any of Client's principals). If any payment is not timely made, AKS may withhold plans, documents, and information (whether such documents and/or information was prepared under this contract, another contract between AKS and Client, or a contract between AKS and another client subject to control by Client or one of Client's principals). If AKS suspends or terminates work due to Client's non-payment, AKS may require an additional "start-up fee" to re-start work, even if Client cures all past defaults. These remedies are in addition to any others available to AKS at law or in equity.
5. **Additional Charges:** If AKS performs any work pursuant to a lump sum agreement, AKS reserves the right to charge additional amounts (and client shall timely pay such extra amounts) when: (a) AKS provides any services not specified in the agreement; (b) unforeseen or differing conditions modify the scope of work anticipated by AKS; (c) any law, ordinance, regulation or similar item changes after the date of the agreement and such change requires AKS to re-perform any work; and (d) delay or other conduct by others impact AKS's services; and/or (e) any other circumstance justifies an equitable adjustment to the contract price. Unless otherwise agreed, additional charges shall be at AKS's standard rates.
6. **Cost Estimates:** Any construction or development cost estimates provided by AKS are only estimates. AKS has no control over market conditions or bidding procedures. AKS cannot warrant that bids or actual costs will not vary from estimates. AKS will not be liable to Client for any inaccurate cost estimates, and Client assumes all risks associated with construction and development cost estimates that AKS provides to Client.
7. **Standard of Care:** AKS shall only be responsible to the level of competency and the standards of care and skill maintained by similarly licensed professionals providing similar services on projects of similar type, size and scope as a subject project, in the locale where the subject project is located, at the time that AKS provides services. *AKS shall not be liable to Client for any standard of care higher than such standard.*
8. **Termination:** Without any liability to the other party, either Client or AKS may terminate this Agreement for any reason by giving 30 days written notice to the other party. In such event, Client shall immediately pay AKS in full for all work performed prior to the effective date of termination. AKS need not give 30-days' notice if the reason for termination is client's non-payment.
9. **Limitation of Liability:** In recognition of the fees charged by AKS, and the relative risks, rewards, and benefits of the project to AKS and Client, *Client agrees that AKS's liability to Client relating to this Agreement and the services that AKS performs hereunder, for any cause or combination of causes, under any theory of law, including tort (including negligence), contract or otherwise, shall be limited, in the aggregate, to the lesser of: (a) the amount of the fee received by AKS in connection with the project; and (b) the remaining insurance coverage available to AKS (after deduction of any costs, claim payments or other amounts that may have reduced policy limits). Client hereby expressly waives all claims of every nature against AKS that exceed these liability limitations. Client had the opportunity to negotiate a higher limitation for a higher fee.*
10. **Release of Individuals:** *No member, employee or other representative of AKS shall have any personal liability to Client for any act or omission, whether based on a claim of negligence or any other tort, or otherwise, arising out of or relating to this Agreement or the services that AKS performs hereunder, and Client hereby releases all such individuals from all claims of every nature.*
11. **Consequential Damage Waiver:** *AKS and Client hereby waive all claims against each other for indirect and consequential damages that arise in any manner out of this Agreement or the services performed hereunder. This mutual waiver includes a release of all claims for consequential damages, whether based in tort, contract or otherwise, and includes, without limitation, a release of claims for economic losses such as rental expenses, losses of use, income, profit, financing, business and reputation, and for loss of management or productivity.*
12. **Enforceability:** If any provision contained in this Agreement (or any portion thereof) is held to be unenforceable by a court of competent jurisdiction, the remaining provisions contained herein (and all parts thereof) shall remain unimpaired, in full force and effect. Each clause shall be enforced to the greatest extent not prohibited by law, and shall be modified to enforce the expressed intent to the greatest extent allowed.
13. **Assignment:** This Agreement is not assignable by Client without the written consent of AKS.
14. **Access; Client Cooperation:** Client represents and warrants that it has unrestricted access to the site, and that AKS has access to the site, to the same degree as Client. Client shall cooperate with AKS and timely provide AKS information that AKS requests.
15. **Work Product:** Calculations, drawings, and specifications prepared pursuant to this Agreement ("Work Product"), in any form, are instruments of professional service intended for one-time use by Client only, for this project only. Work Product is and shall remain the property of AKS and its consultants. Client may not use any Work Product on other projects without AKS's express written permission. Client shall not obtain the right to use the Work Product, even for one-time use on this project, unless all amounts due to AKS are paid in full. If Client is in possession of any Work Product and has not paid any amount due to AKS, AKS may demand return of the Work Product, and may specifically enforce Client's obligation to return the Work Product. Client agrees that AKS shall not have waived its rights in any Work Product by virtue of submission to a public body, by dissemination of Work Product without copyright designations or via any other conduct other than a written waiver signed by AKS.
- 15.1: If Client uses any Work Product without retaining AKS for any portion of the project (including construction phase) or any other project, then Client releases AKS and AKS's consultant(s) from all claims and causes of action that relate in any manner to the project and the Work Product. Client recognizes, acknowledges and agrees that the design for a project can be a work in progress and that changes occur and information becomes available, even during construction, and that,

unless AKS can stay involved in the project through completion, AKS should be relieved of liability associated with the services it provided for the project. Client agrees to indemnify and hold AKS harmless from and against any claims, demands, damages and amounts of every nature, to the extent caused by Client's use of the Work Product (or Client's allowing someone else to use the Work Product) without the involvement of AKS. If this Agreement is terminated prior to completion of the project, for any reason other than AKS's termination as a result of Client's breach, then Client may continue to use the Work Product prepared by AKS prior to the date of termination, pursuant to the license granted herein, but only if: (a) Client pays AKS all amounts due to AKS; (b) Client removes all indicia of AKS's involvement in the Project from such documents, including title blocks and stamps; (c) Client retains another licensed design professional to review, approve and assume all responsibility for all design documents (the new design professional shall stamp the Work Product and, if anything has been submitted to a jurisdiction prior to termination, then the new design professional shall notify the jurisdiction that the new design professional is the new design professional of record).

15.2: If Client makes, authorizes or consents to changes to any Work Product, and such changes are not approved in writing by AKS, then such changes and the results thereof are not the responsibility of AKS. In that case, Client releases AKS from any liability arising from construction, use or result of such changes, and Client shall indemnify, defend and hold AKS harmless from and against any liabilities, costs, damages, demands, claims or other amounts to the extent caused by such changes.

16. **Indemnity:** Client hereby agrees to defend, indemnify and hold AKS (and each of AKS's owners, employees and agents) harmless from any claim, demand, loss, damages and/or liability, including reasonable attorneys' fees, to the extent such arises out of any acts by the Client, its agents, staff, and/or other consultants or contractors that act at Client's direction.

17. **Work of Others:** Client agrees that AKS shall not be responsible or liable for any work performed or services provided by anyone other than AKS and/or AKS's direct employees. If AKS assists Client with the coordination of other contractors and/or design professional and/or consultants, and/or AKS arranges for the provision of services by others, such coordination and/or other efforts is done as a convenience to Client and does not make AKS liable for the services provided by others. Client understands and expressly acknowledges that AKS does not provide geotechnical engineering, traffic engineering, structural engineering, and electrical engineering services. Client acknowledges that AKS does not assume responsibility for determining, supervising, implementing or controlling the means, methods, technique, sequencing or procedures of construction, or monitoring, evaluating or reporting job conditions that relate to health, safety or welfare.

18. **All Terms Material; Negotiation; Construction:** All provisions herein are material to AKS's agreement to provide services, and were expressly negotiated by the parties. Client had the opportunity to negotiate each term hereof, and waives any argument that this Agreement should be construed against the drafter.

19. **Authorization to Proceed:** Any request by Client for AKS to proceed with work shall constitute an express acceptance of all terms to this Agreement, including these General Provisions.

20. **Law/Venue:** All claims that relate to this Agreement or the services provided hereunder shall be subject to Oregon law, and any litigation shall be filed in Multnomah County, Oregon, except: (a) if any case involves a lien claim that must be litigated elsewhere as a matter of law, all issues may be litigated in the same forum as the lien foreclosure; and (b) if all work performed hereunder occurred in Washington, disputes shall be subject to Washington law and litigation shall be filed in Clark County, Washington.

21. **Mediation:** Client agrees to mediate any dispute between AKS and Client, at AKS's request. The parties shall equally share the costs of mediation.

22. **Notice of Claims:** Client shall provide AKS immediate written notice of any facts that could potentially result in any potential claim against AKS. *As a condition precedent to any recovery from AKS, Client shall give AKS written notice of any claim or facts that could result in a claim not later than ten (10) days after the date of the occurrence of the event causing the potential claim. Client's failure to provide such notice shall constitute waiver of such claim.*

23. **No Third-Party Beneficiaries:** Client and AKS are the only beneficiaries of this Agreement; no term herein is intended to benefit any third party.

24. **Time Limitation/Accrual:** Any claim or cause of action by Client against AKS arising out of or relating to this Agreement or the services performed hereunder (under any theory of law) must be initiated within two (2) years of the *earlier* of the date: (a) of AKS's last invoice; (b) of substantial completion; (c) of abandonment; (d) that Client knew or should have known of the damages claimed; and (e) that Client knew or should have known the facts giving rise to the claim. For purposes of this provision, AKS statements shall not constitute invoices; the "last invoice" shall be the last invoice that reflects new charges not previously charged for base contract work. A signed certificate of substantial completion shall be conclusive evidence of the date of substantial completion. If no certificate of substantial completion is executed, substantial completion shall be the earliest of the date that (a) the project is fit for its intended purpose; (b) the project is utilized for its intended purpose; and (c) a certificate of occupancy (permanent or temporary) is issued for any portion of the Project.

25. **Integration; Amendments:** This Agreement represents the entire and integrated agreement between Client and AKS, and supersedes all prior and contemporaneous negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the party against which such amendment is asserted.

26. **Binding Nature; Survival:** This Agreement shall be binding on the parties and their respective successors, heirs and permitted assigns. Each of Client's principals agrees to be bound by the terms hereof, to the same extent as Client. Any clauses intended to survive termination or expiration of this Agreement (including without limitation indemnity, waivers, limitations, and dispute resolution clauses) shall survive termination or expiration.

27. **Waiver:** No failure on the part of either party to exercise its rights under this Agreement shall be considered a waiver, release or relinquishment of any rights or powers conferred under this Agreement.

28. **Unmanned Aerial Systems (UAS):** AKS may utilize UAS to compile aerial photography of the project site before, during, and after construction. Client hereby grants AKS permission to operate the UAS over the project site. Client represents that all persons, vessels, vehicles, and structures related to the project are considered participants consenting to be involved with any UAS operations by AKS, and that Client has authority to grant these rights and to make these representations. Client shall defend, indemnify and hold AKS harmless from any breach of these representations, and from any claims or demands against AKS arising from any allegation of trespass, non-consent, or any other issues arising out of AKS's UAS operations (except to the extent that AKS causes property damage or personal injury that arises out of AKS's negligence).

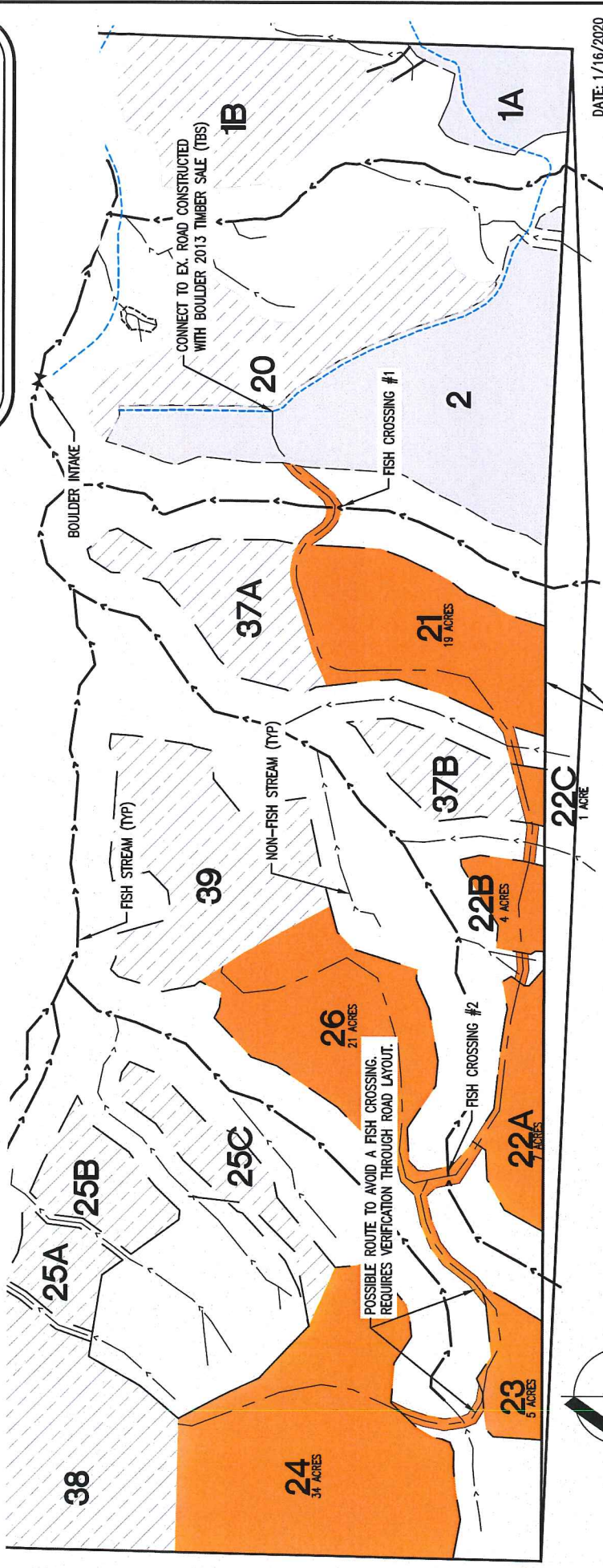
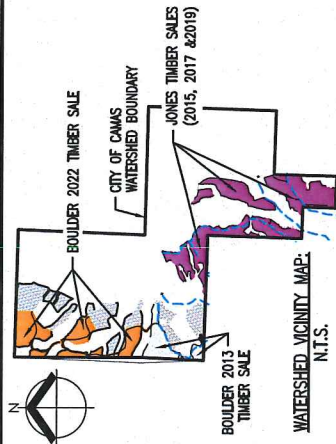
29. **Electronic Media:** Client may only rely on printed Work Product, with AKS's wet stamp. Any files provided to Client in electronic format are for convenience only, and should not be relied upon as final documents. Any use of electronic files shall be at the user's sole risk. AKS makes no representation as to the accuracy or completeness of electronic documents, or as to the compatibility, usability or readability of such files.

30. **Court Materials:** If AKS receives a subpoena or is otherwise required to produce documents, provide testimony, or otherwise get involved in a court case that relates to your project (and to which AKS is not a party), the Client will pay all time and costs incurred for such matters at AKS' current staff billing rates.

LEGEND

- PROPOSED HARVEST UNITS ±91 ACRES
- FUTURE HARVEST UNITS ±42 ACRES
- 2013 BOULDER TBS 21
- UNIT NUMBER
- STREAM ζ
- EXISTING ROAD ζ
- PROPOSED ROAD ζ

- NOTES:**
1. PROPOSED ROAD: +/-103 STATIONS (±2 MILES)
2 FISH STREAM CROSSINGS
 2. ALL STREAMS NEED TO BE VERIFIED FOR EXACT LOCATION AND BUFFER REQUIREMENTS. TIMBER HARVEST IS ABOVE THE BOULDER INTAKE FACILITY; THEREFORE REQUIRING INCREASED BUFFERS PER THE ADOPTED FOREST MANAGEMENT PLAN.
 3. PROPOSED SCHEDULE:
YEAR 2020: SURVEY AND DESIGN FISH STREAM CROSSING(S) AND LAYOUT THE HARVEST UNIT(S)
YEAR 2021: ADVERTISE AND AWARD THE TIMBER SALE CONTRACT
YEAR 2022: ROAD AND FISH STREAM CROSSING CONSTRUCTION (POSSIBLE TIMBER HARVEST)
YEAR 2023: TIMBER HARVEST
YEAR 2024: REFORESTATION



DATE: 1/16/2020

EXHIBIT

BOULDER 2022 HARVEST PLAN

CITY OF CAMAS WATERSHED FOREST MANAGEMENT PLAN

AKS ENGINEERING & FORESTRY, LLC
9600 NE 126TH AVE, STE 2520
VANCOUVER, WA 98682
360.882.0419 WWW.AKS-ENG.COM

AKS

AKS JOB: 3464-02



EXHIBIT "B"
TITLE VI ASSURANCES

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, and successors in interest agree as follows:

1. Compliance with Regulations: The CONSULTANT shall comply with the Regulations relative to non-discrimination in federally assisted programs of the AGENCY, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "REGULATIONS"), which are herein incorporated by reference and made a part of this AGREEMENT.
2. Equal Opportunity Employer: The CONSULTANT, In all services, programs, activities, hiring, and employment made possible by or resulting from this Agreement or any subcontract, there shall be no discrimination by Consultant or its selection and retention of sub-consultants, including procurement of materials and leases of equipment, of any level, or any of those entities employees, agents, sub-consultants, or representatives against any person because of sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, or the presence of any disability, including sensory, mental or physical handicaps, unless based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination.
3. Solicitations for Sub-consultants, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a sub-contract, including procurement of materials or leases of equipment, each potential sub-consultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this AGREEMENT and the REGULATIONS relative to non-discrimination of the grounds of race, color, sex, or national origin.
4. Information and Report: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by AGENCY, STATE or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the AGENCY, STATE or FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Non-compliance: In the event of the CONSULTANT's non-compliance with the non-discrimination provisions of this AGREEMENT, the AGENCY shall impose such AGREEMENT sanctions as it, the STATE or the FHWA may determine to be appropriate, including, but not limited to:
 - Withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies, and/or;
 - Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

6. Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (5) in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any sub-consultant or procurement as the AGENCY, STATE, or FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance.

Provided, however that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, the CONSULTANT may request the AGENCY and the STATE enter into such litigation to protect the interests of the AGENCY and the STATE and, in addition, the CONSULTANT may request the United States enter into such litigation to protect the interests of the United States.

Supplemental Agreement Number <u>Two (2)</u>		Organization and Address Harper Houf Peterson Righellis Inc. (HHPR) 1220 Main Street, Ste.150, Vancouver, WA 98660	
Original Agreement Number LA 9458		Phone: (360) 750-1131	
Project Number BMH-7040 (006)	Execution Date October 16, 2018	Completion Date December 31, 2020	
Project Title NE 3rd Ave Bridge Seismic Retrofit (Camas Proj # T1010)		New Maximum Amount Payable \$ 618,745	
Description of Work Project Management, Engineering, Surveying, and Geotechnical Services (Refer to Exhibit "A" for scope of services)			

The Local Agency of City of Camas
 desires to supplement the agreement entered in to with Harper Houf Peterson Righellis Inc.
 and executed on October 16, 2018 and identified as Agreement No. LA 9458

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
 The changes to the agreement are described as follows:

I


Section 1, SCOPE OF WORK, is hereby changed to read:
 REFER to Exhibit "A" Scope of Services

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days
 for completion of the work to read: December 31, 2020

III

Section V, PAYMENT, shall be amended as follows:
 REFER to Exhibit "B" Fee Estimate Supplement #2
 Supplement #2 Fee = \$6,100 (Pavement Cores) + \$27,100 (Management, Engineering, Surveying) = \$ 33,200 (Total #2 Estimate)
 New Maximum NTE Fee Limit: \$570,140 (Original) + \$15,405 (Supplement #1) + \$33,200 (Supplement #2) = \$618,745
 as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
 spaces below and return to this office for final action.

By: Charles L. Harper - Principal (HHPR)


 Consultant Signature

By: _____

 Approving Authority Signature

 Date

**EXHIBIT “A” – SCOPE OF SERVICES
(Supplemental Agreement No. 2)**

**NE 3rd Avenue Bridge Retrofit –
Management, Engineering, Geotechnical and Surveying Services**

SCOPE OF SERVICES –

Project Description

The existing NE 3rd Avenue Bridge in Camas is a two span structure approximately 225 feet long, carrying four lanes of traffic over the Washougal River. The nearest cross streets are NE Shepherd Road in Washougal, and NE 2nd Avenue in Camas. The bridge is comprised of two side by side structures, the first being a 1947 steel girder bridge which was then widened in 1970 with a concrete girder bridge. The bridge provides a critical arterial link between the cities of Camas and Washougal, and has ADTs in the range of 10k. Camas has received Federal Funding through the WSDOT Local Bridge Program to design and construct seismic and other related improvements. The additional services associated with this supplemental agreement include the following.

Task 1: Pavement Investigation Services (Fee \$ 6,100) - AC coring of bridge decks (four each bridge span) and report memorandum.

Task 2: Management, Engineering, and Surveying Services (Fee \$ 27,100) – Additional project management, engineering and surveying services associated with the following.

- WSDOT coordination services including LAG Supplement, project estimates, budget increase justification, funding increase request, presentation to WSDOT staff, and obtaining additional funding approval.
- Water main modification investigation, design services, estimates, and preparation of plans and bid documents.
- Storm system addition to bridge collection system and bridge storm runoff treatment including design services, estimates, and preparation of plans and bid documents.
- Bridge deck paving restoration design services, estimates, and preparation of plans and bid documents.
- Additional services required to revise the lease documents, and coordinate the approval of the aquatic lease document with the Division of Natural Resources (DNR) including record of survey revisions.

SUPPLEMENTAL GEOTECHNICAL ENGINEERING SERVICES

NE 3rd Avenue Bridge Asphalt Repair Camas, Washington

Scope of Work

Hart Crowser will provide asphalt coring services to assist in determination of asphalt thickness over the existing bridge decks for the NE 3rd Avenue Bridge Seismic Retrofit project. Hart Crowser shall perform field investigations to identify the thickness and condition of existing asphalt on top of the concrete deck to support the construction planning for the 3rd Avenue Bridge Seismic Retrofit project. Work will be performed during the day with mobile traffic control operations. We will work with City of Camas (City) permitting staff to get the appropriate permits for the work. We propose the following scope.

- Apply for a street use permit with the City. Permitting will include a traffic control plan per City requirements.
- Subcontract a concrete coring contractor to collect up to four cores of the asphalt section from each bridge deck for a total of up to eight cores. Hart Crowser will provide a field representative on site to aid in setting up and coordinating the work of traffic control. We estimate that work will be completed in one 8-hour shift.
- Provide subcontracted mobile traffic control operations for the duration of the work.
- Hart Crowser's subcontractor will patch the core holes with cold patch asphalt to existing road grade.
- Hart Crowser will prepare an addendum to our geotechnical report dated October 14, 2019, which includes the thickness and location of the asphalt cores.

Schedule

Hart Crowser will start the planning the field investigation within 2 business days of notice-to-proceed (NTP) from HHPR. Based on current availability of our subcontractor, we anticipate field work will start approximately 1 to 3 weeks after we receive NTP and take approximately 1 day to complete. The addendum to the geotechnical report should be completed approximately 1 to 2 weeks after completion of the field explorations; however, we will share findings with HHPR immediately after field work is completed.



Project Fee

We will complete the work (not including supplemental tasks) on a time and expenses basis in accordance with the attached fee estimate, with a not-to-exceed amount of **\$6,100**, for 1 day's work.

Additional work beyond that described above will be completed for an additional cost to be negotiated.

Assumptions

The above scope of work and attached fee estimate are based on the following assumptions.

- The City will negotiate, acquire, and provide all necessary site access and any necessary right-of-entry permits to the work area.
- Field exploration work within the right-of-way (ROW), including within the roadway, will occur during normal working hours from 7am to 6pm.
- Hart Crowser will acquire the necessary City ROW permits, City will provide the permits for no cost to the consultant.

Attachment:

Summary of Hours and Expenses

\\Pdxsrv\data\Notebooks\154000005_NE_3rd_Ave_Bridge_Seismic_Retrofit\Deliverables\Scope-Fee-AC_Coring_12-11-19\NE 3rd Ave Bridge_AC Core_Scope-Fee Estimate.docx



**Harper
Houf Peterson
Righellis Inc.**

ENGINEERS • PLANNERS
LANDSCAPE ARCHITECTS • SURVEYORS

NE 3rd Avenue Bridge Seismic Retrofit

**Professional Services Fee Estimate:
Original + Supplements #1 & #2
February 5, 2020**

Task and Description	Harper Houf Peterson Righellis Inc.																	Total Per Task
	(Project Management, Survey, Engineering, Permitting)																	
	Project Manager	Senior Bridge Engineer	Struct. Engineer	Struct. Designer	Project Engineer	Civil Engineer	CAD	Senior Scientist	Scientist	S. Mgr.	P. Surv.	S. Tech	Survey Crew Chief	Survey Crew	BIM Specialist	Clar.	Sub-Consultant or Reimbursement	
Task 1: Project Management and Coordination																		\$32,750
1.1 Project Management/Coordination (24 months @ approx. 0.5 hr/week)	50															12	\$500.00	\$10,892
1.1 Review Meetings (30%, 60%, & 90% PSE)	12																\$100.00	\$2,406
1.1 Agency Coordination Meetings (assume up to six)	18																\$150.00	\$3,610
1.1 Design Team Coordination Meetings (assume up to ten)	20				10											5		\$5,703
1.2 Project Schedule	16																	\$3,075
1.3 PE Phase Authorization Packet (WSDOT)	16						2	1								1	\$20.00	\$3,487
1.4 Public Outreach Assistance	8						16									4	\$200.00	\$3,577
Task 2: Surveying Services																		\$23,638
2.1 Record Research	1								2	24								\$3,495
2.2 Right of Way Resolution	1								2	16	8	16	16					\$5,656
2.3 Bridge Survey	1								4	6	24	40	40	40			\$100.00	\$14,487
Task 3: Geotechnical Investigation (by Hart Crowser, Inc. - HC)																		\$50,911
Task 4: Engineering Design and PSE																		\$323,261
OBEC 4.1 Bridge Retrofit Analysis & Design																		\$96,591
OBEC 4.1 Preliminary Report, Concept Plans, & Estimate (30%) Review & Coordination																		\$10,162
OBEC 4.1 Bridge and Street Plans (60%, 90%, and Finals)																		\$91,785
OBEC 4.1 Specifications and Bid Documents																		\$11,366
OBEC 4.1 Construction Cost Estimate																		\$6,673
OBEC 4.1 Expenses																		\$400
4.2 Street Repair and Resurfacing Design	1				16	8												\$3,636
4.2 Drainage Analysis and Report Memo	1				16	8												\$3,636
4.3 Bridge Retrofit Design Report	2																	\$384
4.3 Bridge Retrofit Concept Plans and Details																		\$0
4.3 Street and Drainage Concept Plans	1				8	8	24										\$20.00	\$4,798
4.3 Concept Cost Estimate	2				8	2												\$1,859
4.4 Bridge Retrofit Plans and Details - 60%	1																	\$192
4.4 Street and Drainage Plans and Details - 60%	2				16	32	56									1	\$50.00	\$12,440
4.4 Bridge Retrofit Plans and Details - 90%	2																	\$384
4.4 Street and Drainage Plans and Details - 90%	2				16	24	40									1	\$50.00	\$9,871
4.4 Bridge Plans and Details - FINALS	1,195																	\$230
4.4 Street and Drainage Plans and Details - FINALS	2				8	16	24									1	\$50.00	\$6,075
4.5 Traffic Control and Management Analysis & Design (by Global Transportation Engineering - GTEng)																		\$40,058
4.6 Specs / Bid Docs - Outline Special Provisions and Bid Proposal - 60%	1				8	4												\$1,914
4.6 Specs / Bid Docs - 90% Bid Proposal, Special Provisions, City Boiler Plate Revised	2				16	8												\$3,828
4.6 Specs / Bid Docs - Finalize Bid Documents	1				8	2												\$1,667
4.7 Cost Estimates (60%, 90%, and FINAL)	2				16	4												\$3,333
4.8 Bidding - Address Design Questions and Clarifications	1				4	1												\$929
4.8 Bidding - Addendum (one)	1				8	4	32									2		\$5,202
4.8 Bidding - Attend Pre-Bid Meeting	4				4												\$20.00	\$1,402
4.9 NPDES - Construction Stormwater General Permit and NOI	1				8	2										1		\$1,732
4.9 Prepare SWPPP	1				8	4	8										\$10.00	\$2,714
Task 5: Environmental Permitting / Compliance Services																		\$85,983
5.1 NEPA Compliance	1							38	94								\$20.00	\$11,664
5.2 Endangered Species Act (ESA) Compliance	1							10	58	162						2	\$20.00	\$20,096
5.3 Joint Aquatic Resources Permit Application (JARPA)	1							8	50	102							\$20.00	\$14,561
5.4 Clean Water Act (CWA) Permits	1								30	14						2	\$20.00	\$5,195
5.5 Hydraulic Project Approval (HPA)	1								20	12							\$20.00	\$3,633
5.6 SEPA Compliance	1								30	66							\$20.00	\$8,682
5.7 Critical Area Compliance	1								12	36							\$20.00	\$4,268
5.8 Shoreline Master Program (SMP) Compliance	1								30	40							\$20.00	\$6,874
5.9 Geotechnical Investigation Permits								6	32	90							\$20.00	\$11,010
Task 6: Cultural Resources Permitting/Compliance Services (by Archaeological Investigations Northwest, Inc. - AINW)																		\$20,696
Task 7: Right of Way Services (by Universal Field Services, Inc. - UFS)																		\$78,752
Task 8: Right-of-way Plans and Documents																		\$14,749
8.1 Legal Descriptions and Exhibits (up to three TCE's)										3	24	24					\$10.00	\$5,616
8.2 R/W Plans (up to three TCE's)					24	12	40										\$20.00	\$9,133
Supplement No.1 - Geophysical Exploration and DNR Lease Services																		\$15,405
Surveying and DNR Lease Documents	7.5									6.5	20.0	20.0	20.0	12.0	12.0	4.0	\$44.00	\$10,905
Geophysical Exploration (HHPR)	1.5															0.5	\$29.00	\$350
Geophysical Exploration (by Hart Crowser and Earth Dynamics)																		\$4,150
Supplement No.2 - Engineering & Management and Pavement Coring Services																		\$33,200
Engineering and Management	32				32	40	72				24	8				4	\$27.00	\$27,100
Asphalt Pavement Coring (by Hart Crowser)																		\$6,100
Total Hours - HHPR	\$192.20	\$199.08	\$135.77	\$82.02	\$153.35	\$123.76	\$98.69	\$129.31	\$69.55	\$159.43	\$124.31	\$89.36	\$81.16	\$71.43	\$114.07	\$65.14	\$1,580.00	
	223.2	0.0	0.0	0.0	234.0	179.0	338.0	301.0	616.0	17.5	114.0	84.0	76.0	68.0	52.0	40.5	\$1,580	

PRIME CONSULTANT	
Harper Hour Peterson Righellis Inc. (Managers / Survey / Permitting / Civil Engineering Services)	\$223,347
SUB-CONSULTANTS	
OBEC Engineers (Bridge Engineering)	\$216,977
Hart Crowser Inc. (Geotechnical Investigation Services)	\$50,911
Global Transportation Engineering (Traffic and CAD Services)	\$40,058
Archaeological Investigations Northwest Inc. (Cultural Services)	\$20,696
Universal Field Services, Inc. (R/W Services)	\$18,152
Supplement No.1 - Geophysical Exploration and DNR Lease Services	\$15,405
Supplement No.2 - Engineering & Management and Pavement Coring Services	\$33,200
TOTAL CONSULTANT SERVICES ESTIMATE	\$618,745



154-000-005 3rd Street Bridge Seismic Retrofit

Summary of Hours and Expenses

Task Description	Sr. Principal	Principal	Sr. Associate	Associate	Sr. Project	Project	Sr. Staff	Staff	Drafter	Project Assistant		Professional Staff Fees Subtotal	Reimbursables / Expenses	Total
Billing Rates	\$222.64	\$222.64	\$222.64	\$182.96	\$158.12	\$137.46	\$120.02	\$95.65	\$110.36	\$82.74				
Permitting and Coordination				1.0		4.0						\$733		\$733
Field Exploration				1.0			10.0					\$1,383	\$156	\$1,539
Concrete coring subcontractor												\$0	\$1,250	\$1,250
Traffic control												\$0	\$1,300	\$1,300
Reporting		1.0		1.0		1.0			2.0	2.0		\$929		\$929
PM and Support				1.0						2.0		\$348		\$348
TOTAL	0.0	1.0	0.0	4.0	0.0	5.0	10.0	0.0	2.0	4.0	0.0	\$3,394	\$2,706	\$6,100



Staff Report

February 18, 2020 Council Workshop

NE 3rd Avenue Bridge Seismic Retrofit Professional Services Contract Supplement 2

Staff Contact	Phone	Email
James Carothers, Engineering Manager	360.817.7230	jcarothers@cityofcamas.us

SUMMARY: The City was awarded \$1,989,980 in federal funding for seismic retrofit improvements for the NE 3rd Avenue Bridge over the Washougal River. HHPR was selected as the consultant for this project. Additional work items not included in the original scope of work were identified during the current Preliminary Engineering phase. These items included:

1. Soil remediation under the west bridge abutment due to poor soil conditions
2. Pavement resurfacing due to bridge deck modifications
3. Increased traffic control costs due to complex construction staging requirements
4. Water quality treatment and management of stormwater discharges to the Washougal River that do not comply with current environmental regulations

The above list of items raises the overall cost of both preliminary engineering and construction. Staff requested \$892,630 in additional federal funding to accommodate these additional work items. The request was approved by WSDOT, increasing the total federal grant funding to \$2,882,610. The cost breakdown for the project is shown in the following chart.

	Federal Funds (Previous)	Federal Funds (Adjusted)	Local Funds (Previous)	Local Funds (Adjusted)	Total Funds (Previous)	Total Funds (Adjusted)
Preliminary Engineering	\$510,000	\$540,642	\$79,595	\$93,103	\$589,595	\$633,745
Right-of-Way	\$70,000	\$38,493	\$10,925	\$7,007	\$80,925	\$45,500
Construction	\$1,409,980	\$2,303,475	\$0	\$0	\$1,409,980	\$2,303,475
TOTAL	\$1,989,980	\$2,882,610	\$90,520	\$100,110	\$2,080,500	\$2,982,720

The additional work items described above result in an increase to the HHPR preliminary engineering consultant fees. These additional fees are addressed in two Contract Supplements. Supplement 1 was administratively approved. The amounts of the original contract and supplements are shown below:

1. HHPR Original Contract Amount: \$570,140
2. HHPR Supplement 1: \$15,405
3. **HHPR Proposed Supplement 2: \$33,200**
4. Adjusted Contract Amount (sum of original and supplements 1 and 2): \$618,745
5. Construction Services will be addressed in a future Supplement.

RECOMMENDED ACTION: Contract Supplement 2 will be placed on the March 2, 2020 Consent Agenda for Council's consideration.

\City of Camas\Surplus\Surplus (6)

Equipment	Make, Model	Odometer	Unit #	Serial #	Code - Category	License	Operator
316 - 1992 Inter. Dump Truck	1992 International 1954 S durr	103,203	316	1HTSDPPR3PH475120	"F" 5 Yard Dump truck	34089D	,
290 - 2001 Dodge 3/4 Ton Utility Body	2001 Dodge Ram 2500HD 4x2	99,030	290	3B7KC26ZX1M566358	"J" 3/4 & 1 Ton Pickup	31331D	,
367 - 2008 Chevrolet Impala	2008 Chevrolet Impala	81,793	367	2G1WS583481276318	"O" General Use Auto	48531D	,
2002 Bomag Roller	2002 BOMAG BW 100 AD-3	449	S-Roller	101150514418	Dept Owned	N/A	,
385 - 2011 Chevrolet Tahoe	2011 Chevrolet Tahoe	108,996	385	1GNSK2E02BR286009	"Z" Police SUV	50765D	,
450 - 2016 Ford Interceptor Utility	2016 Ford Interceptor Utility	87,040	450	1FM5K8ATXGGD05865	"N" Police Patrol	62247D	,

Total equipment listed = 6

RESOLUTION NO. 20-003

A RESOLUTION adopting a Code of Ethics policy applicable to elected officials of the City of Camas.

WHEREAS, it is required that elected officials, including members of City Council and the Mayor, comply with the law and all other applicable rules and regulations governing the conduct of public officials; and

WHEREAS, said standards are set forth within Chapter 42.23 RCW – Code of Ethics For Municipal Officers – Contract Interests; Chapter 42.20 RCW – Misconduct of Public Officers; and Chapter 42.36 RCW – Appearance of Fairness; and other provisions of law; and

WHEREAS, the City Council has considered establishing a formal code of ethics in supplement to the otherwise applicable standards governing the conduct of public officials; and

WHEREAS, the City Council intends to adopt said policy to establish standards of ethical conduct applicable to member of the City Council and the Mayor in the discharge of their duties by prescribing essential restrictions against conflicts of interest and other conduct not consistent with good ethical practices while not creating the necessary barrier to public service.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAMAS AS FOLLOWS:

I.

The Code of Ethics policy as set forth in the attached Exhibit “A” is hereby adopted as the formal Code of Ethics by which Council members and the Mayor will conduct themselves while serving as elected officials of the City of Camas.

Resolution No. _____
Page 2 of 2

Passed by the Council and approved by the Mayor this _____ day of _____, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney

Exhibit A

City of Camas Elected Officials Code of Ethics and Conduct

Purpose

The purpose of this policy is to establish a formal code of ethics by which Councilmembers will conduct themselves while serving on the Camas City Council.

Declaration of Policy

It is essential to the proper administration and operation of the City of Camas that the City Council be and give the appearance of being independent and impartial; that elective office with the City of Camas not be used for personal benefit; and that the public have confidence in the integrity of the City. In recognition of these goals, the City has adopted this Code of Ethics, which is applicable to all members of the City Council.

The purpose of this Code is to establish standards of ethical conduct applicable to the City Councilmembers, including the Mayor, in the discharge of their duties by prescribing essential restrictions against conflict of interest and other conduct not consistent with good ethical practices while not creating unnecessary barriers to public service. To that end, Councilmembers should not be denied the opportunity available to all other citizens to acquire and maintain private economic interests, except in circumstances in which a conflict of interest would reasonably result.

It is required that all Councilmembers comply with the law and all other applicable rules and regulations governing the conduct of public officials. The standards in this Code shall not preclude other standards required by law including but not limited to, Ch.42.23 RCW- Code of Ethics for Municipal Officers-Contract Interests, Ch. 42.20 RCW- Misconduct of Public Officers and Ch. 42.36- Appearance of Fairness. Nothing in this Code of Ethics shall be construed to limit full compliance with applicable federal and state laws and applicable rules and regulations governing the conduct of public officials now existing or hereinafter enacted.

Avoidance of the Appearance of Impropriety

All members of the City Council should conduct their official duties with integrity and impartiality and in a manner that avoids even the appearance of impropriety or a conflict of interest between public duties and private interests.

No Councilmember shall, by their conduct or participation in activities, give reasonable basis for the impression that any person can improperly influence the Councilmember or unduly enjoy the Councilmember's favor in the performance of official City actions, or that the Councilmembers is affected in the performance of the official act or actions by the kinship, rank, or association with any person.

Example:

A Councilmember actively pursues the award of a city contract to a company owned by a close friend. Such activity gives the appearance of impropriety and should be avoided.

Standards of Ethical Conduct

Personal Interests in Contracts Prohibited

No Councilmember shall participate in their capacity as a councilmember in the making of a contract in which the Councilmember has a personal interest, direct or indirect, or performs in regard to such a contract some function requiring the exercise of discretion on behalf of the City. Except, that this prohibition shall not apply where the councilmember has only a remote interest in the contract as defined in RCW 42.23.040 and summarized below and where the fact and the extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership without counting the vote or votes of the Councilmember(s) having the remote interest

For purposes of this section, a "remote interest" means:

1. that of a non-salaried officer of a non-profit corporation;
2. that of an employee or agent of a contracting party where the compensation of such employee or agent consists entirely of fixed wages or salary;
3. that of a landlord or tenant of a contracting party;
4. that of a holder of less than one percent of the shares of a corporation, limited liability company or other entity which is a contracting party.

Personal Influence in Contract Selection Prohibited

No Councilmember shall influence the City's selection of, or its conduct of business with, a corporation, person, or firm having or proposing to do business with the City if the Councilmember has a personal financial interest, direct or indirect in or with the corporation, person, or firm, unless such interest is a remote interest as defined in RCW 42.23.040 and summarized herein and where the fact and extent of such interest is disclosed and noted in the official minutes or similar records of the City prior to formation of the contract and thereafter the City Council authorizes, approves, or ratifies the contract in good faith by a vote of its membership sufficient for the purpose without counting the vote or votes of the Councilmember(s) having the remote interest.

Example:

A Councilmember is requested to vote to award a contract to a company that employs the Councilmember. If the Councilmember has a beneficial interest in the contract either direct or indirect such as through a business profit sharing plan, the contract cannot be approved. If the Councilmember has no such interest and/or is subject to the remote interest rule, the Councilmember must disclose his/her interest and abstain from voting. Further, the Councilmember may not attempt to influence the votes of other Councilmembers. Questions regarding these kinds of situations should be directed to the City Attorney for review.

Disclosure of Confidential Information

A Councilmember shall not disclose or use any confidential, privileged, or proprietary

information gained by reason of his or her position for a purpose other than a City purpose; provided, that nothing shall prohibit the disclosure or use of information which is a matter of public knowledge, or which is available to the public on request. Information obtained during Executive Sessions is deemed confidential.

Examples:

A Councilmember purchases land with advanced, undisclosed knowledge of the route of a new transit line that, when completed, will substantially increase the value of the land. The Councilmember's purchase of the land based on "inside" information violates this section off the Code of Ethics.

While having a conversation with Union leadership, a Councilmember discloses information discussed during Executive Session about labor negotiation strategy. The Councilmember's conduct violates this section's prohibition against disclosing information discussed in Executive Session.

Acceptance of Compensation, Gifts, Favors, Rewards, or Gratuity Prohibited

City Councilmembers may not, directly or indirectly, give or receive, or agree to give or receive, any compensation, gift, favor, reward, or gratuity for a matter connected with or related to the officer's performance of official duties for the city. Prohibited conduct includes, but is not limited to, the following:

- a) Accepting cash or other cash equivalents such as gift cards or gift certificates regardless of value except as part of an internal, recognized, and sanctioned city incentive program.
- b) Accepting gifts, gratuities, loans, entertainment or other items of value from anyone with whom the city regularly transacts business, who has or seeks a contract with the city, or who desires other official action from the city.
- c) Giving, offering or promising anything of value to a customer, a potential customer, or a financial institution in connection with any transaction or business that the city may have with that customer, potential customer, or financial institution.
- d) Misusing confidential city information or disclosing such information to any individual who does not have a need to know the information.
- e) Using the city's name, account or credit to purchase merchandise for personal use

Exceptions. The prohibition regarding accepting compensation, gifts, or rewards shall not apply to:

- a) Receiving items from family members or friends where it is clear beyond a reasonable doubt that the gift was not made to gain or maintain influence;
- b) Receiving items exchanged equally among Councilmembers at a social event hosted or sponsored by an officer of the city for other officers or employees of the city.
- c) Receiving items of nominal value provided for advertising purposes such as pens, calendars, or items received at a conference;
- d) Payment by a governmental or non-governmental entity of reasonable expenses

- incurred in connection with a speech, presentation, appearance or trade mission made in an official capacity. Reasonable expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
- e) Payment of fees and reasonable travel expenses for attending seminars or educational programs sponsored by a government or bonafide non-profit professional, educational, trade or charitable association or institution. Reasonable
 - f) expenses are limited to travel, lodging and subsistence expenses incurred the day before through the day after the event;
 - g) Discounts available to the individual as a member of a group, occupation or similar broad-based group;
 - h) Awards, prizes, scholarships or other items provided in recognition of academic, sport, or scientific achievement;
 - i) Attendance of the Councilmember at a hosted meal where official attendance by the Councilmember as a city representative is appropriate;
 - j) Campaign contributions that are in compliance with Chapter 42.17 RCW.

Example:

The Anyname Company has submitted a bid on a City project. The President of Anyname approaches a City Councilmember and promises that if his firm is the successful contract bidder, he will buy supplies from a firm owned by the Councilmember. The Councilmember promises to use his/her position to secure the contract for Anyname. Such actions are a violation of this section of the Ethics Code.

Certain Employment Prohibited

No City Councilmember shall engage in or accept employment or render services for any employer when such employment or service creates a conflict of interest with a duty owed to the city or conflicts with the proper discharge of official city duties.

Example:

A Councilmember, who is also a real estate agent, represents a client who is in competition with the City for a parcel of land. The Councilmember is in violation of this section of the Code of Ethics.

Personal Interest in Legislation Prohibited

No City Councilmember shall benefit either directly or indirectly from any legislation or have a financial interest in any legislation coming before the City Council nor participate in discussion with or give an opinion on such legislation, unless such interest is a remote interest as defined in this section and where the fact and extent of such interest is disclosed and noted on the record of the Council, or similar records of the City prior to consideration of the legislation by the City Council. City Councilmembers' participation in the enactment of legislation shall be governed by Ch. 42.23 RCW- the Code of Ethics for Municipal Officers and Ch. 42.36 RCW- The Appearance of Fairness Doctrine. City Councilmembers shall not be prohibited from participating in the adoption of legislation when the Councilmember has only a remote interest in the legislation as defined in this section, which has been disclosed, and the legislation is applicable to the general public and not of specific or unique benefit to the Councilmember.

Questions regarding these kinds of situations should be directed to the City Attorney for review.

Improper Use of Position Prohibited

A Councilmember shall not knowingly use his or her office or position to secure personal benefit, gain or profit, or use his or her position to secure special privileges or exceptions for himself or herself, or for the benefit, gain, or profits of any other persons.

Improper Use of City Personnel Prohibited

A Councilmember shall not employ or use any person under his or her official control or direction for personal benefit, gain, or profit.

Improper Use of City Property Prohibited

A City Councilmember shall not use city-owned vehicles, equipment, materials, money, or property for personal or private convenience or profit. Such use is restricted to those city services that are available to the public generally, for the authorized conduct of official business or for such purposes and under such conditions as are approved by the city council, city administrator or designee.

A Councilmember shall not utilize the City's name, letterhead or logo for the purpose of endorsing any political candidate, business, commercial product, or service.

Impermissible Conduct after Leaving City Office

Disclosure of Privileged, Confidential, or Proprietary Information Prohibited

No former City Councilmember shall disclose or use for his or her personal gain or that of any other person any privileged, confidential, or proprietary information gained because of his or her city office.

Participation in City Matters Prohibited

No former City Councilmember shall, during the period of one year after leaving office:
Assist any person in matters involving the city if, while in the course of duty with the city, the former Councilmember was officially involved in the matter, or personally and substantially participated in the matter, or acted on the matter; or

Represent any person as an advocate in any matter in which the former Councilmember was involved while a Councilmember; or

Participate as or with a bidder, vendor, or consultant in any competitive selection process for a city contract in which he or she assisted the city in determining the project, or work to be done or the process to be used.

Violation of the Code of Ethics

Violations of the Code of Ethics shall be subject to enforcement under RCW 42.23.050 and/or the imposition of any penalty, sanction, remedy, or injunction as may be authorized by law.

ORDINANCE NO. 20-003

AN ORDINANCE adding a new Chapter 12.42 to the Camas Municipal Code relating to relocation assistance pursuant to Chapter 8.26 RCW and Chapter 468-100 WAC

The Council of the City of Camas do ordain as follows:

Section I

A new Chapter 12.42 of the Camas Municipal Code, entitled Relocation Assistance is hereby adopted as follows:

Chapter 12.42 Relocation Assistance

12.42.010 Purpose.

The purpose of this chapter is to establish a uniform policy for the fair and equitable treatment of persons displaced as a result of the public works programs of the City of Camas. In addition, this chapter is intended to encourage and expedite the acquisition of real property for public works projects by agreement to reduce litigation and to assure consistent treatment of those affected by public works projects. Nothing in this chapter may be construed as creating in any condemnation proceeding brought under the power of eminent domain any element of value or damage separate and distinct from a real property interest.

12.42.020 Relocation assistance.

The city adopts Chapter 468-100 WAC as adopted or hereafter amended to govern the procedures for relocation services in the event a Camas public works project or program will result in the displacement of persons.

12.42.030 Authorizing the city administrator to develop guidelines.

The City Administrator or designee is hereby authorized to take all necessary steps to create additional guidelines as may be needed to provide relocation assistance consistent with Chapter 8.26 RCW and Chapter 468-100 WAC.

12.42.040 Relocation assistance appeals.

A. Any person who believes that the city has failed to properly determine the person's eligibility for, or the amount of, a payment required under WAC 468-100-105 or RCW 8.26.200, or a relocation payment under Chapter 8.26 RCW or Chapter 468-100 WAC, may file a request for reconsideration within sixty days following a written determination of relocation benefits. The request must be in writing to the Director of Public Works and contain the information contained in subsection B of this section.

B. All requests for reconsideration and appeals under this section shall be in writing, but no specific form is required and the reconsideration or appeal shall be considered regardless of form. The notice or letter shall state what issues are being claimed, the reasons why the aggrieved person believes the

claim should be allowed, and how the person believes he or she is otherwise aggrieved. The letter or notice shall clearly identify the city project and parcel of real property involved and shall bear the signature and address of the aggrieved person or the person’s authorized representative.

C. The Director of Public Works shall make a decision on the reconsideration request within thirty days of receipt of the written request.

D. Any person may appeal the written determination of relocation benefits or the director’s reconsideration decision to the city’s Hearing Examiner, subject to payment of an appeal fee per the City’s fee schedule or as may be adopted by resolution. The appeal must be made in writing within sixty days of the receipt of the written determination of relocation benefits (if reconsideration not requested) or within sixty days of the written reconsideration decision (if reconsideration is requested). The Hearing Examiner may refuse to schedule any hearing on an appeal until receipt of all information set forth in subsection B of this section or may issue an order providing for dismissal of such appeal upon failure of the appellant to comply with subsection B of this section within fourteen calendar days of a request by the city for the required information.

E. Failure to file an appeal in a timely manner shall be a bar to consideration of the appeal by the hearing examiner.

F. The city shall permit a person to inspect and copy all materials pertinent to the person’s appeal, except materials which are classified as confidential by the city and that are exempt from disclosure under the Public Records Act, Chapter 42.56 RCW. The city may, however, impose reasonable conditions on the person’s right to inspect, consistent with applicable laws.

G. Hearings shall be conducted using the procedures set forth in Camas Municipal Code Chapter 2.15. The Hearing Examiner may adopt additional rules of procedure to govern matters not covered by this chapter.

Section II

This Ordinance shall take force and be in effect five (5) days from and after its publication according to law.

PASSED BY the Council and APPROVED by the Mayor this ____ day _____, 2020.

SIGNED: _____
Mayor

ATTEST: _____
Clerk

APPROVED as to form:

City Attorney



Staff Report

March 2, 2020 City Council Regular Meeting

Ordinance No. 20-003 Relating to Relocation Assistance for Public Works Projects

Staff Contact	Phone	Email
Steve Wall, Public Works Director	360.817.7899	swall@cityofcamas.us

SUMMARY: RCW 8.26 (Relocation Assistance—Real Property Acquisition Policy) establishes a uniform policy for the fair and equitable treatment of persons displaced as a result of public works programs and projects such that people affected do not suffer disproportionate injuries and to minimize the hardship of displacement if necessary. In addition, RCW 8.26 is also intended to encourage and expedite the acquisition of real property to reduce litigation and assure consistent treatment of people affected by public works projects.

In 2017, the State Legislature expanded the applicability of the Real Property Acquisition Policy to include projects completed by local public agencies, whether or not any federal funding is received for the project. In accordance with RCW 8.26 and WAC 468-100-004, the City is required to adopt operating procedures for relocation assistance when acquiring property for public works projects and programs.

A proposed ordinance creating a new chapter to Title 12 of the Camas Municipal Code to be in conformance with the applicable RCW and WAC is attached. The ordinance was drafted in consultation with the City Attorney and reviewed with Council at the February 18, 2020 Workshop.

RECOMMENDATION: Staff recommends the City Council adopt Ordinance No. 20-003 as presented.